RECENT CASE NOTES

ADMIRALTY—JURISDICTION—PUBLIC VESSEL OF FOREIGN GOVERNMENT ENGAGED IN TRADE.—The plaintiff, the owner of certain cargo alleged to have been damaged by the charterer of the carrying vessel, on a voyage from Montevideo, Uruguay, to New York, sued out a libel in New York against the vessel. She was owned by the Chilean government, but was chartered by that government to a private charterer for commercial purposes. In the charter-party, it was provided that an officer of the Chilean navy was to remain in command, and that the Chilean government reserved certain cargo space; it was also alleged that the return cargo was to be carried for the Chilean government. *Held,* that the vessel was immune from process, being a public vessel of a foreign government. *The Maipo* (1918, S. D. N. Y.), 252 Fed. 627.

This is the first time the American courts have had to deal with the immunity from process of a public vessel not operated wholly by the government but by a private charterer and engaged entirely in trade. In the leading British case on the subject, the vessel was owned by the King of Belgium, was in entire charge of government officers, and carried the mails as well as private cargo, and it was held that the subordinate use of the vessel for carrying merchandise did not deprive her of her privilege as a public vessel. *The Parlement Belge* (1880) 5 P. D. 197. Lord Justices James, Baggallay and Brett intimated that to bring a public vessel within the local jurisdiction "it must be maintained . . . that the ship has been so used as to have been employed substantially as a mere trading ship and not substantially for national purposes." But the force of that qualifying distinction is much weakened by the fact that the assertion by the foreign government that it is a public vessel in its control cannot be questioned by the court of the *forum.* If the vessel were not in government control or declared so to be, the inference is that the immunity from local jurisdiction might be lost. In the instant case, Judge Mayer emphasized the factors that the government had possession and control of the vessel by its naval officer and that the vessel was used for a public purpose in the emergency of this war to enable the Chilean shippers to export and import by a government vessel. In view of the increasing degree of governmental participation in the business of transportation, the question will soon arise whether the immunity from jurisdiction extended to public vessels should not be withdrawn from vessels owned by a government but chartered to private charterers, entirely in their control and wholly engaged in commercial enterprises. See (1918) 27 YALE LAW JOURNAL, 1082. The problem will become delicate if the foreign government under such circumstances should assert the immunity of the vessel.

BILLS AND NOTES—IRREGULAR INDORSER—PAROL EVIDENCE NOT ADMISSIBLE UNDER N. I. L.—A negotiable promissory note signed by a church corporation as maker and payable to the plaintiff's order was before delivery signed in blank by the defendants. The note was not paid at maturity and was duly protested. The defendants offered evidence to show that at the time the note was delivered it was agreed between the plaintiff and the defendants that they were not to be liable to him. *Held,* that under the Negotiable Instruments Law, secs. 63 and 64, the liability of the defendants was absolutely fixed as that of indorsers. *Cramer v. West Bay City Sugar Co.* (1918, Mich.) 167 N. W. 843.